

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF DELAWARE**

IN THE MATTER OF THE FORMAL)	
COMPLAINT OF GREGORY TERINONI)	PSC Complaint Docket 15-1066
AGAINST DELMARVA POWER & LIGHT)	
COMPANY CONCERNING SERVICE)	
TERMINATION FOR NON PAYMENT)	
(FILED JUNE 24, 2015))	

**ANSWER AND AFFIRMATIVE DEFENSES OF
DELMARVA POWER & LIGHT COMPANY**

Delmarva Power & Light Company (Delmarva), by and through its undersigned counsel, hereby responds to the complaint filed by Gregory Terinoni (referred to as "Petitioner"), as follows.

1. Denied. By way of further response, this statement does not call for an answer.
2. Denied. By way of further response this statement is a legal conclusion that does not call for an answer.
3. Denied. By way of further response this statement contains legal argument and does not call for an answer.
4. Denied. By way of further response this statement contains legal argument and does not call for an answer.
5. Denied. By way of further response this statement contains legal argument and does not call for an answer.
6. Admitted that Gregory Terinoni resides at 547 Ashland Ridge Road,

Hockessin, Delaware. Delmarva is without sufficient knowledge or information to admit or deny the remaining allegations of this paragraph.

7. Admitted.

8. Admitted that Gregory Terinoni is the customer of record for electric services at 547 Ashland Ridge Road, Hockessin, Delaware. Denied that Petitioner always “purchases” energy from Delmarva. Delmarva is without sufficient knowledge or information to admit or deny the remaining allegations of this paragraph.

9. Admitted.

10. Delmarva is without sufficient knowledge or information to admit or deny the allegations of this paragraph pertaining to conversations with the Division of the Public Advocate or whether the Division of the Public Advocate actually reached any legal conclusion. As to the remaining allegations of this paragraph, they are denied as they are legal conclusions that do not call for an answer.

11. Admitted.

12. Admitted in part. On the evening of June 8, 2015, a Temporary Restraining Order (“TRO”) was issued; however, Delmarva had already terminated Petitioner’s service at the time that the TRO was issued. The remaining allegations of this paragraph are denied as stated.

13. Denied as stated.

14. Denied as stated.

15. Admitted in part, denied in part. Admitted that Delmarva used a monitoring device to measure actual usage at the Petitioner’s residence. Further admitted that the meter confirmed that Petitioner’s kwh usage far exceeded the usage

reflected on Petitioner's meter and remaining consumption without payment. The remaining allegations of this paragraph are denied as stated.

16. Admitted in part, denied in part. Admitted that a Scope Services' seal was intact on the meter the day that the warrant was executed. Such seal was put in place by Scope Services, a third party contractor hired by Delmarva, when the AMI meter was installed at Petitioner's Residence. Further admitted that both at the time the warrant was executed and when Scope Services changed the AMI meter that the theft condition existed. The remaining allegations of this paragraph are denied.

17. Admitted that Petitioner retained the services of Joseph Greco and that Mr. Greco prepared a report. The remaining allegations of this paragraph are denied.

18. Denied as stated.

19. Denied.

20. Denied as stated.

21. Denied as stated.

22. Denied as stated.

23. Denied.

24. Admitted in part, denied in part. Admitted that upon learning of the theft condition Delmarva contacted the police. Further admitted that the State of Delaware filed a criminal action against Petitioner in Superior Court. Delmarva is without sufficient knowledge or information to admit or deny the remaining allegations of this paragraph.

25. Admitted.

26. Denied as stated. By way of further response, the letter dated 3/23/15

speaks for itself.

27. Denied as stated. By way of further response, the letter dated 2/20/15 speaks for itself.

28. Denied.

29. Denied. By way of further response this statement is a legal conclusion that does not call for an answer.

30. – 33. Note that there are no paragraphs in the Complaint itemized as 30. through 33.

34. Denied. By way of further response this statement is a legal conclusion that does not call for an answer.

35. Denied. By way of further response this statement is a legal conclusion that does not call for an answer.

36. Denied. By way of further response this statement is a legal conclusion that does not call for an answer.

37. Denied. By way of further response this statement is a legal conclusion that does not call for an answer.

30.¹ Admitted in part, denied in part. Admitted that Delmarva did not violate any statute or any of the Rules, Regulations or Orders of the Delaware Public Service Commission (“Commission”). Denied that Petitioner has a good faith dispute. To the extent the remaining allegations constitute conclusions of law, they are denied. The remaining allegations are denied.

¹ Note that the numbering in the Answer follows the format of the Complaint filed by the Petitioner and some of the numbering in the Complaint was not consecutive.

38. Denied. To the extent that the allegations constitute conclusions of law, they are denied. The remaining allegations are denied.

39. Denied. To the extent that the allegations constitute conclusions of law, they are denied. The remaining allegations are denied.

40. Denied. To the extent that the allegations constitute conclusions of law, they are denied. The remaining allegations are denied.

41. Denied.

42. Denied. To the extent that the allegations contain conclusions of law, they are denied. The remaining allegations are denied.

43. Denied. To the extent that the allegations contain conclusions of law, they are denied. The remaining allegations are denied.

44. Denied. To the extent that the allegations contain conclusions of law, they are denied. The remaining allegations are denied.

45. Denied. To the extent that the allegations contain conclusions of law, they are denied. The remaining allegations are denied.

46. Denied.

47. Denied.

48. Denied.

49. Denied.

50. Denied.

51. To the extent a response is required, as this paragraph appears to be requesting relief, the allegations are denied.

40. This paragraph contains no statement of facts and no response is

required.

41. This paragraph contains no statement of facts and no response is required; however, Delmarva objects to the characterization of Joseph Greco as an expert for the purposes of this proceeding.

42. This paragraph contains no statement of facts and no response is required.

43. This paragraph contains no statement of facts and no response is required.

44. To the extent a response is required, as this paragraph appears to be requesting relief, the allegations are denied.

AFFIRMATIVE DEFENSES

52. Delmarva repeats and realleges the responses set forth in Paragraphs 1 – 37, 30, 38-51, 40– 44 as if fully set forth herein.

53. Pursuant to the June 17, 2015 Chancery Court Order in C.A. No. 11113-VCL, Petitioner was required to file with the PSC “a dispute over the termination of his electrical service” against Delmarva Power & Light Company. Such is the subject matter at issue and the PSC has jurisdiction over such subject matter.

54. The Commission has subject matter jurisdiction over the dispute between the Petitioner and Delmarva as it is vested with “exclusive original supervision and regulation of all public utilities and also over their rates, property rights, equipment, facilities, service territories and franchises so far as may be necessary for the purpose of carrying out the provisions of this title. Such regulation shall include the regulation of the rates, terms and conditions for any attachment (except by a governmental agency insofar as it is acting on behalf of the public

health, safety or welfare) to any pole, duct, conduit, right-of-way or other facility of any public utility, and, in so regulating, the Commission shall consider the interests of subscribers, if any, of the entity attaching to the public utility's facility, as well as the interests of the consumer of the public utility service.” See, 26 *Del. C.* §201(a).

55. Title 26 of the Delaware Code, Section 201(c)(2) does not apply to the circumstances at issue; that Section applies to disputes with a retail electric supplier following the enactment of the Electric Utility Retail Customer Supply Act of 2006, 75 Del. Laws, c. 242, which gave people the option, but not the obligation, to contract with retail electric supply companies in an effort to allow “retail competition.” See, 26 *Del. C.* §1003. ‘Retail competition’ means the right of a customer to purchase electricity from an electric supplier. See, 26 *Del. C.* §1001(20).

56. The rights, responsibilities, duties and obligations among and between Delmarva, a public service electric utility, and its customers, are outlined in, and governed by, the Delaware Electric Tariff (“Tariff”) which has been approved by the Commission.

57. Delmarva’s Tariff provides that when a customer applies for and receives service from Delmarva, a contract for services is created subject to the terms of the Tariff.

58. Delmarva performed all of its obligations in providing service to Petitioner pursuant to the Tariff.

59. Delmarva’s Tariff (Section XIV. A.) provides that no one other than a duly authorized representative of Delmarva shall make any connection or disconnection between the service load of the customer and the service wires of Delmarva or set, change, remove or interfere with or make any connections to

Delmarva's meter or other property.

60. Delmarva's Tariff (Section XV.A. 1.) provides that Delmarva can discontinue the supply of service where there is interference or tampering with meters or Company equipment or diversion of service.

61. Delmarva's Tariff (Section XIV. B.) provides that in the event that Delmarva's meters or other property are being tampered or interfered with, the customer being supplied through such equipment shall pay the amount which Delmarva may estimate is due for service used but not registered on Delmarva's meter, and for the costs of any repairs, and other replacements.

62. Delmarva's Tariff (Section XV.A. 2.) provides that Delmarva can discontinue the supply of service for non-payment of any bill for electric Delivery Service or combined Electric Supply & Delivery Service.

63. Delmarva has billed Petitioner for the services provided and Petitioner has failed and/or refused to pay.

64. Delmarva terminated Petitioner's service due to the tampering and for failure and refusal to pay.

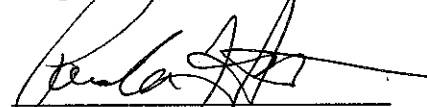
65. Petitioner concedes and expressly admits, that Delmarva has complied with the express terms of the Tariff, all statutes, and the Commission's Rules, Regulations and Orders in its disconnection of his electric service for theft of services, tampering, diversion of service, violating the Rules and Regulations and the Tariff, failure to pay and Delmarva's billing activities in connection with the tampering condition and stolen electric service used by Petitioner but not registered on Delmarva's meter.

66. Petitioner has failed to establish a good faith dispute.

WHEREFORE, Delmarva Power & Light Company respectfully requests the Commission find that:

- 1) Delmarva Power & Light Company complied with the terms of the Delaware Electric Tariff and the Rules and Regulations of the Public Service Commission in disconnecting Petitioner's electric service; and
- 2) Delmarva Power & Light Company may refuse to provide further electric service to Petitioner until such time as the Petitioner pays the amount which Delmarva calculated was due for service used but not registered on Delmarva's meter, and for any other changes in the Customer's installation as may be required by Delmarva, along with any other charges, fees, deposits or other costs associated with reconnection in compliance with the express terms of the Tariff; and
- 3) Such other and further relief as the Commission deems just and reasonable.

Respectfully submitted,



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Dated: July 20, 2015

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that copies of the foregoing were served upon the following on July 20, 2015 in the manner noted below:

FILED VIA DELAFILE

ALSO SENT VIA ELECTRONIC MAIL

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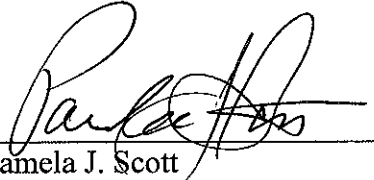
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FILED VIA DELAFILE

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A handwritten signature in black ink, appearing to read 'Pamela J. Scott', is positioned above a horizontal line.

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